

END-USER LICENSE AGREEMENT FOR "PBSA POS"

IMPORTANT PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING WITH THIS PROGRAM INSTALL:

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and PBSA Pty Ltd ACN 605 304 014 (herein referred to as "PBSA") for the PBSA software product(s) identified above which may include associated software components, media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. This license agreement represents the entire agreement concerning the program between you and PBSA, and it supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. GRANT OF LICENSE

The Licence is perpetual unless otherwise agreed to be either monthly or annual in a separate agreement. Monthly or annual licenses expire at the end of each month or annually but are renewed on payment of the monthly or annual licence fee.

PBSA grants you a personal, non-exclusive, non-transferable, limited license to use the SOFTWARE PRODUCT with your business as follows:

(a) Installation and Use

PBSA grants you the right to install and use copies of the SOFTWARE PRODUCT on your computer running a validly licensed copy of the operating system for which the SOFTWARE PRODUCT was designed, Windows 7, Windows 8, Windows 8.1, Windows 10, Windows Server 2012 or greater. You may install the SOFTWARE PRODUCT on one computer per licence purchased.

(b) License Swapping

In the event that the SOFTWARE PRODUCT needs to be installed on a different computer, the SOFTWARE PRODUCT must be removed from the original computer. The SOFTWARE PRODUCT may provide functionality to enable registered computers linked to an individual license to be swapped to another computer and communicate this swap to PBSA. The number of times licenses can be swapped to different computers is limited each 30 days and when that limit is reached, PBSA will need to be contacted during business hours to assess if a swap can be authorised.

(c) Backup Copies

You may also make copies of the SOFTWARE PRODUCT as may be necessary for backup and archival purposes only.

(d) License number downgrade

You may reduce the number of licenses by contacting PBSA in writing, in which PBSA will then update the license count. A reduction in the license count does not trigger a refund of any kind, however it may reduce any future annual maintenance/updates fees. In the future if you wish to increase the license count back up then you may need to purchase an additional license(s).

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

(a) Maintenance of Copyright Notices

You must not remove or alter any copyright notices on any copy of the SOFTWARE PRODUCT.

(b) Distribution

You may not distribute any copies of the SOFTWARE PRODUCT to third parties or enable others to use your license username and passwords. You may not sell, market, network, transfer, lease, license or sub-license

(c) Prohibition on Reverse Engineering, Decompilation, and Disassembly

The SOFTWARE PRODUCT contains the trade secrets of PBSA and third parties. You may not decompile, reverse engineer, disassemble, or otherwise reduce the SOFTWARE PRODUCT to human-perceivable form or disclose such trade secrets, or disable any functionality which limits the use of the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law.

(d) Rental

You may not rent, sub-license, lease, or lend the SOFTWARE PRODUCT or any user documentation.

(e) Feedback

PBSA may provide you with a mechanism to provide feedback, suggestions and ideas, if you choose, about its products and services ("Feedback"). You agree that PBSA may, in its sole discretion, use the Feedback you provide to PBSA in any way, including in future modifications of SOFTWARE PRODUCT, multimedia works and/or advertising and promotional materials relating thereto. You hereby grant PBSA a perpetual, worldwide, fully transferable, non-revocable, royalty free license to use, modify, create derivative works from, distribute and display any information you provide to PBSA in the Feedback.

(e) Maintenance/Updates

PBSA may provide you with software updates and upgrades related to the SOFTWARE PRODUCT ("Maintenance/Updates") either of our own volition or as a response to any request by you. Any supplemental software code or updates provided to you as part of the Maintenance/Updates shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. Upon any update being installed, all rights in respect of any prior version of the SOFTWARE PRODUCT will lapse and no further use of these will be permitted. From time to time, features in the SOFTWARE PRODUCT may be added, changed, or remove altogether.

(f) Compliance with Applicable Laws

You must comply with all applicable laws regarding use of the SOFTWARE PRODUCT.

3. SOFTWARE PRODUCT ACTIVATION AND VERIFICATION

(a) License Credentials

Each copy of the SOFTWARE PRODUCT is provided with a unique Username and Password. You should keep these details safe.

(b) Initial registration and verifying license

This SOFTWARE PRODUCT may contain technology that protects PBSA against illegal copying. As a consequence, you may be required to:

- (i) register your details with PBSA including your name and contact details.
- (ii) provide automatically by the SOFTWARE PRODUCT on installation/first use of the SOFTWARE PRODUCT uniquely identifiable details of the hardware and software that the SOFTWARE PRODUCT is installed on, to PBSA. These details will be stored in a database for licensing purposes.
- (ii) have the SOFTWARE PRODUCT reactivated periodically thereafter by verifying your license details and provide automatically uniquely identifiable details of the hardware and software on which the SOFTWARE PRODUCT is installed, to confirm you are using the SOFTWARE PRODUCT in accordance with these License terms
- (iii) have the SOFTWARE PRODUCT reactivated by PBSA if you wish to reinstall the software
- (iv) provide to PBSA the details of your Username and Password as part of the reactivation process.

(c) Manner of verification

You must verify your license details in the manner required by PBSA from time to time (which may include email or registration via the internet). The SOFTWARE PRODUCT may prompt you as to the required manner of verification or do this automatically.

(d) Consequences of non-renewal and failure to verify details

This SOFTWARE PRODUCT is provided to you on the understanding and acknowledgment that it may contain technology which deactivates and disables the SOFTWARE PRODUCT if the licence is not renewed (for monthly or annual licences) or you have not verified your license details when periodically prompted to do so by PBSA or by the SOFTWARE PRODUCT. If the SOFTWARE PRODUCT is not reactivated within the required period, the SOFTWARE PRODUCT may continue to operate but with impaired functionality or you may not be able to access the SOFTWARE PRODUCT at all (including printing out or viewing any of your data or records).

(f) Statutory declaration

In certain circumstances, before permitting a reactivation, PBSA may require you to provide it with a Statutory Declaration stating the reasons for reactivation in a form required by PBSA.

4. TRANSFERS

You may permanently transfer the SOFTWARE PRODUCT (together with any backup copies you have made), provided that you

- (a) are not in default of any of your obligations under this Agreement;
- (b) obtain the prior written consent of PBSA;
- (c) execute and procure that the transferee execute a document in a form acceptable to PBSA whereby the transferee agrees to be bound by the terms of this agreement;
- (d) destroy any copies of the SOFTWARE PRODUCT which remain in your possession after the transfer.

5. TERMINATION

Without prejudice to any other rights, PBSA may terminate with immediate effect this EULA if in PBSA's opinion you fail to comply with the terms and conditions of this EULA or any associated fee agreement including but not limited to by failing to pay any money due to PBSA or if you suspend, or threaten to suspend payment of your debts or you are unable to pay your debts as they fall due or if you Commit any act of bankruptcy or are placed in liquidation or under administration or receivership. In such event or if this agreement ends in any other way, you must at your own cost, immediately cease using the SOFTWARE PRODUCT and destroy all copies of the SOFTWARE PRODUCT in your possession including all backup copies and provide PBSA with written certification that you have destroyed any copies of the SOFTWARE.

6. CHANGES TO THIS AGREEMENT

PBSA shall have the right to change or add to the terms of this agreement at any time, and to change, delete, discontinue or impose conditions on any feature or aspect of the SOFTWARE PRODUCT (including but not limited to internet-based services, pricing, technical support options, and other product-related policies) without notice. PBSA reserves the right to discontinue all support for the SOFTWARE PRODUCT, and/or for any features, services or content accessible through the SOFTWARE PRODUCT. From time to time, PBSA may change the terms and conditions of this Agreement and at such time PBSA will notify you of any such change.

7. COPYRIGHT

PBSA has been granted a perpetual licence to use and exploit, but does not itself own, the intellectual property rights in the SOFTWARE PRODUCT. PBSA warrants that it is entitled to grant you the right to install and use copies of the SOFTWARE PRODUCT in accordance with this EULA. However, nothing in this EULA should be construed as granting you any title or right of ownership in the SOFTWARE PRODUCT, which remains the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. All rights not expressly granted to you are reserved by PBSA.

8. YOUR DATA

(a). Ownership of Data:

Title to, and all Intellectual Property Rights in, the Data You created in SOFTWARE PRODUCT remain Your property. However, Your access to the Data is contingent on full payment of the monthly or annual license fees when due unless you have a perpetual license for which you have paid in full and the SOFTWARE PRODUCT is being verified. You grant PBSA a licence to use, copy, transmit, store, and back-up Your information and Data. For the avoidance of doubt, this licence is without limitation to PBSA's right to create anonymised data compilations or similar works.

(b) Backup of Data:

You must maintain copies of all Data inputted into the SOFTWARE PRODUCT. PBSA expressly excludes liability for any loss of Data no matter how caused.

(c) Accuracy of Data:

You agree and acknowledge that you are responsible for ensuring the accuracy of data inputted into the SOFTWARE PRODUCT by you or by any person on your behalf. PBSA is under no obligation to ensure that your data in the SOFTWARE PRODUCT is an accurate representation of your actual business data.

9. NO WARRANTIES

Other than any Consumer Guarantee set out in the Australian Consumer Law as defined in clause 10 below, PBSA expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is provided 'AS IS AND WITH ALL FAULTS,' and without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, no infringement, or fitness of a particular purpose. PBSA does not warrant the SOFTWARE PRODUCT will be error-free, secure, reliable, or that any errors in the SOFTWARE PRODUCT will be corrected. PBSA does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the SOFTWARE PRODUCT. It is your sole responsibility to ensure that your use of the SOFTWARE PRODUCT complies with any laws or regulations applicable to you and your business, and allows you to meet any legal obligations you might have. Such laws

might include requirements regarding the retention or storage location of accounting, taxation and/or transaction records. We make no representation or warranty regarding your ability to comply with laws applicable to you when you use the SOFTWARE PRODUCT. PBSA makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. PBSA further expressly disclaims any warranty or representation to Authorized Users or to any third party.

10 LIMITATION OF LIABILITY

10.1. This clause does not exclude or limit the application of any "Consumer Guarantees" (being mandatory conditions and guarantees implied by the Australian Consumer Law (as defined by the Competition and Consumer Act 2010 (Cth)) and corresponding legislation in other jurisdictions) or other guarantees where to do so would contravene the law of the relevant jurisdiction or cause any part of this clause to be void.

10.2 PBSA excludes all terms, conditions and warranties implied by custom, the general law or statute except any Consumer Guarantees

10.3 PBSA's liability to you for breach of any Consumer Guarantee (other than a guarantee as to title implied by the Australian Consumer Law or equivalent in another jurisdiction) is limited, at PBSA's option, to replacing the SOFTWARE PRODUCT, paying the cost of replacing the SOFTWARE PRODUCT or refunding the license fee.

10.4 Subject to the above, PBSA excludes all liability for any indirect or consequential loss or damage (including but not limited to lost revenue, lost profits, loss in relation to any taxes levied or loss of data) incurred or suffered by you arising directly or indirectly out of the supply, delay in supplying or failure to supply the SOFTWARE PRODUCT, use of the SOFTWARE PRODUCT, any errors in the SOFTWARE PRODUCT, infringement of intellectual property rights in the SOFTWARE PRODUCT, this Agreement or termination of this Agreement.

11. GOVERNING LAW

This Agreement is to be governed by and interpreted in accordance with the law of the state of Victoria, Australia. Victoria is the appropriate jurisdiction and forum for any dispute concerning this Agreement.

12. HARDWARE AND NETWORKS

PBSA supplies the SOFTWARE PRODUCT and recommended specifications for the computers on which the SOFTWARE PRODUCT should be installed, (See <https://www.pbsapos.com.au/resources/specification.pdf> for details). Beyond this, PBSA gives no guarantee in relation to the suitability or reliability of your computer hardware to run the SOFTWARE PRODUCT. In addition PBSA does not provide any guarantee in relation to your network devices, the usage of remote desktop, terminal services, VPN, routers, switches, internet connections, network security, anti-virus software, email servers, web or virtual servers or any data servers, or any other hardware, operating system or non SOFTWARE PRODUCT issue. It is your responsibility to resolve any of these issues. In the event that PBSA does supply hardware the warranty for this hardware resides with the manufacturer or their Australian representative. If you have purchased an additional Warranty with your hardware then you need to resolve any issue with this hardware through the Warranty Provider.

13. ASSIGNMENT

You must not assign or attempt to assign this Agreement or any right under this Agreement without the prior written approval of PBSA.

14. PRIOR SOFTWARE

This clause applies if you have an existing licence agreement ("Prior Agreement") with Consolidated Management Group Pty Ltd ACN 096 767 243 ("Prior Licensor") or if the Prior Licensor has previously supplied to you or granted you the rights to use any software or other intellectual property ("Prior Software"). In consideration of the Prior Licensor agreeing to pay you ten dollars (if demanded in writing by you with 30 days of accepting this agreement), you agree to:

(a) release the Prior Licensor from any liability whatsoever under the Prior Agreement or relating to or arising from your use of the Prior Software;

(b) indemnify and keep indemnified the Prior Licensor against any direct or indirect loss or liability whatsoever (including any legal fees and expenses) arising from or in connection with the use of the Prior Software by you or by anyone else who has obtained the Prior Software directly or indirectly from you; and

(c) delete and cease using, and ensure that any employee, agent, contractor or other person under your control also deletes and ceases using, all of your or their copies of Prior Software supplied to you by the Prior Licensor.